



City of Norfolk

Invitation For Bids

IFB 4818-0-2016/MD

Issued: November 25, 2015

Bid Opening and Time: December 21, 2015 at 2:00 p.m. Eastern Time

The City of Norfolk is seeking a responsive and responsible vendor to provide **Painting, Along with Various Painting Related Services** on as-needed basis per the terms, conditions, and specifications of this solicitation.

ACKNOWLEDGE RECEIPT OF ADDENDUM(S): #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Proposal Contact Name:	
Proposal Contact E-mail Address:	
Proposal Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date:	

I HEREBY CERTIFY THAT MY BID IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THE BIDDER, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS BID AND UNDERSTAND THAT FAILURE TO SIGN THIS BID MAY RESULT IN OUR BID BEING REJECTED.

TABLE OF CONTENTS

SECTION I – SCOPE OF SERVICES	4
A. PURPOSE:	4
B. BACKGROUND:.....	4
C. WORK REQUIRED:.....	4
D. QUALITY OF WORK:	6
E. GUARANTEE/WARRANTY:	6
F. FAILURE TO PERFORM:	6
G. WORK ACCOMPLISHMENT:.....	6
H. SECURITY REQUIREMENTS:.....	6
I. MATERIALS AND EQUIPMENT:.....	7
J. WORK ORDERS AND INVOICING:.....	7
K. WORK HOURS:	7
SECTION II - INSTRUCTIONS TO THE BIDDER	8
A. ISSUING OFFICE.....	8
B. CONTRACT ADMINISTRATOR.....	8
C. IFB SCHEDULE	8
D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	8
E. BIDDERS OF RECORD:	8
F. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:	9
G. IFB OPENING:	9
H. BID SUBMITTAL REQUIREMENTS:.....	9
I. METHOD OF AWARD:	10
J. BIDDER CERTIFICATION:	11
K. EXCEPTIONS	11
L. NONCONFORMING TERMS AND CONDITIONS	11
M. DISPOSITION OF BIDS:	11
N. DISCLOSURE:	11
O. COST INCURRED IN RESPONDING:	11
P. BRAND NAME “OR EQUAL” SPECIFICATIONS:.....	11
Q. ANTI-COLLUSION:	12
R. ETHICS IN PUBLIC CONTRACTING:.....	12
S. NONDISCRIMINATION:	12
T. DEBARMENT CERTIFICATION:	12
U. BIDDER INVESTIGATIONS	12
V. INCOMPLETE DOCUMENTS	12
W. QUALIFICATION OF BIDDERS	13
X. ALTERNATE BID	13
Y. INFORMALITIES	13
Z. CITY OF NORFOLK BUSINESS LICENSES	13
AA. AUTHORITY TO TRANSACT BUSINESS:	13
BB. BID WITHDRAWAL PRIOR TO BID OPENING	14
CC. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING	14
DD. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT	14
EE. INTEREST IN MORE THAN ONE BID AND COLLUSION.....	15
FF. INSURANCE REQUIREMENTS.....	15
SECTION III – ATTACHMENTS	17
ATTACHMENT A – ANTI-COLLUSION STATEMENT	17
ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING.....	18
ATTACHMENT C - NONDISCRIMINATION	21
ATTACHMENT D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	22
ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW	24

ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS
IN THE COMMONWEALTH25
ATTACHMENT G – BID FORM26

SECTION I – SCOPE OF SERVICES

A. PURPOSE:

The City of Norfolk (“The City”) is seeking a responsive and responsible vendor to provide **Painting, Along with other Various Painting Related Services** on as-needed basis per the terms, conditions, and specifications of this solicitation.

The term of the resulting agreement will be for a five (5) year period. The City of Norfolk reserves the right to cancel the agreement with thirty (30) days’ notice to the successful contractor.

All qualified bidders are invited to respond to this Invitation for Bid by submitting a bid consistent with the terms, conditions, and specifications stated herein by submitting a response to this Invitation for Bid.

B. BACKGROUND:

The purpose of this solicitation is to acquire painting and painting related services from qualified vendors, along with other various painting related services on an as-needed basis, for single and multi-story public buildings, and associated amenities city wide.

This work includes, but is not limited to, general painting, wall surface preparation and/or repair, installation of wall coverings, and other related services. Successful bidder is to consider this as turnkey work and shall be responsible for all necessary work, scheduling, materials, and equipment to complete projects in a timely, coordinated manner.

C. WORK REQUIRED:

- 1) Repairs and preparation to various types of surfaces, to include, but not limited to, plaster, sheetrock, masonry, dryvit, wallpaper, fabric, stains etc.
- 2) Painting of various types of surfaces utilizing appropriate paint, to include but not limited to, primers, latex, oil, enamel, epoxies, (of various sheens), sealers and stains.
- 3) Removal/installation of commercial wall coverings (wallpaper, fabric etc.)
- 4) Removal/installation of vinyl covebase.
- 5) Glazing.
- 6) Other various related services.
- 7) Preparation shall include moderate furniture moving to expose surfaces for painting and repositioning furniture once painting is completed.
- 8) Work shall be performed at any facility owned or operated by the City of Norfolk or amenities operated by the City of Norfolk as required.
- 9) Successful bidder shall provide a manager who shall be responsible for the performance of the work. The name of this person and an alternate or alternates, who shall act for the successful bidder when the manager is absent, shall be designated in writing.
- 10) Successful bidder shall perform routine inspections to ensure that the work is performed as required by the agreement and ensure that all employees will follow all security procedures in sensitive areas and all buildings.

- 11) All work shall be performed in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures.
- 12) The City reserves the right to order the removal of any employee from any City facility for reasonable cause. Reasonable cause shall be at the discretion of the City Representative.
- 13) At the completion of each day's work, all debris and trash from the work site shall be removed. Material removal/disposal shall be at no cost to the City of Norfolk. The successful bidder shall not use any City trash containers for disposing of debris of any kind.
- 14) Successful bidder shall furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury.
- 15) The City will not be responsible for any of successful bidder's tools, equipment or materials lost or damaged during the performance of this project.
- 16) Successful bidder shall protect all completed or partially completed areas from damage until the City accepts all the work. The finished project will not be accepted or paid for until inspected area is accepted by an authorized representative of the City. The successful bidder shall be responsible for any damages to City property and/or associated structures. Any damages shall be repaired at the successful bidder's expense to the satisfaction of the City.
- 17) Any merchandise provided under the contract that is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the City agency requesting service.
- 18) Successful bidder shall take every precaution at all times for the protection of persons and property, including City and City employee's personal property, if in the work area. Successful bidder shall, at all times, enforce strict discipline and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned to him/her.
- 19) Successful bidder shall maintain Material Safety Data Sheets (MSDS) in compliance with OSHA requirements for all products used.
- 20) Successful bidder shall comply with EPA (Environmental Protection Agency) standards 40CFR, part 745, addressing lead-based paint hazards created by renovations, repair, and painting activities that disturb existing lead base paint.
- 21) Successful bidder shall comply with OSHA (Occupational Health and Safety Administration) standards 29 cfr 1910 as general industry employers. Construction contractors must comply with the construction OSHA standards 29 cfr 1926.
- 22) It shall be the successful bidder's responsibility to obtain all permits and inspections that may be required on assigned work.
- 23) Upon request, successful bidder shall provide written cost estimates, to include itemized lists of required materials at no cost to the City.
- 24) Upon request, successful bidder shall provide paint, wall coverings, and other related materials sample books or charts at no cost to the City.
- 25) Overtime shall be defined as work hours after 5:00 PM, EST, Monday through Friday, work performed on Saturday, and Sunday, and work performed on City designated holidays. All overtime shall be preapproved by the City's Project Officer.

D. QUALITY OF WORK:

Work will be judged for quality from the aspects of function ability, durability, and aesthetics as appropriate. The City will remain the sole judge of the acceptability of all work performed. Any work deemed not acceptable will be redone by the successful bidder at no cost to the City until an acceptable level of work is achieved. All work shall be conducted using only the best commercial and workman like practices and only materials of the highest quality shall be used in the execution of the resulting agreement.

E. GUARANTEE/WARRANTY:

Successful bidder shall guarantee:

- 1) Adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building, or equipment, to his own work, or to the work of other workmen.
- 2) Any merchandise provided under the contract which is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the City Department requesting service.
- 3) All work performed on this project shall be fully guaranteed against defects in material and workmanship for a period of twelve (12) months following the date of City acceptance. Should the City note any defect, the successful bidder shall be notified of such defect or non-conformance. The successful bidder shall be required to correct or replace the defect/deficiency at no cost to the City and shall be subject to all provisions to the same extent as work originally performed. If the successful bidder fails or refuses to replace or correct, the City may have the defect/deficiency corrected or replaced from another source and charge the successful the costs occasioned thereby. NOTE: Damage as a result of vandalism is exempt from this guarantee.

F. FAILURE TO PERFORM:

In case of failure to furnish services in accordance with the contract terms and conditions, the City may procure the required services from other sources and hold the successful bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

G. WORK ACCOMPLISHMENT:

Successful bidder shall supply all labor, material, equipment, and services incidental to the accomplishment of the work assigned. Labor and material used shall be billed at the bid rate. Subcontracted services will be pre-approved on a case-by-case basis.

H. SECURITY REQUIREMENTS:

- 1) Successful bidder shall be responsible that all his employees will follow all security procedures in sensitive areas and all buildings.
- 2) Identification badges shall be provided by the successful bidder and shall be worn by all employees who are assigned to perform work while on City premises. These identification

badges shall have, as a minimum, the employee's name, signature, and identification number, as well as the company's name. Additionally, the identification badges will be readily identifiable as different from City Employee's Identification Badges. In addition, the successful bidder's employees shall also possess a Valid Virginia Driver's license or a Valid Virginia Identification Card to access certain facilities.

- 3) The successful bidder's employees shall be required to follow additional Security and Safety procedures while working within the Jail Complex as determined by Sheriff's office. This includes, *but is not limited too*: Employee background checks, documentation of tool inventories upon entry and exit; responsibility for securing tools while on site; and vehicle and/or personal searches upon entering or leaving the Jail Complex as deemed necessary by the Sheriff's staff.

I. MATERIALS AND EQUIPMENT:

- 1) The successful bidder shall supply all trucks, personnel and tool transport equipment, all hand tools customarily employed in painting and related services, including, but not limited to, ladders, sprayers, pressure washers, scaffolding and/or lift equipment to enable work on any surface location.
- 2) Material shall be provided as required at a discount from list price. The City reserves the right to require proof of the successful bidder's cost.

J. WORK ORDERS AND INVOICING:

- 1) Department authorized work orders are to be issued for each transaction. The successful bidder shall not proceed without a signed work order for each job unless otherwise authorized by the City Project Manager.
- 2) The successful bidder shall provide the City with an itemized bill with the following information within thirty calendar days of job completion:
 - i. The City of Norfolk Work Order Number
 - ii. Itemized cost of all materials used
 - iii. List of labor hours. Labor hours shall include specific labor categories multiplied by labor rates
- 3) All invoices shall be made in duplicate in paper or electronic to the City department designated on the work order.

K. WORK HOURS:

- 1) Regular work hours shall be between 8:00 am and 5:00pm, Monday through Friday, excluding holidays.
- 2) Holidays shall be in accordance with City of Norfolk's official holidays as outlined by City Code. Listing will be provide upon request.

SECTION II - INSTRUCTIONS TO THE BIDDER

A. ISSUING OFFICE

City of Norfolk
Office of the Purchasing Agent
Attn: Michele Disney, Buyer I
232 E. Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4024
Fax: (757) 664-4018
michele.disney@norfolk.gov

B. CONTRACT ADMINISTRATOR

General Services
Division of Facility Maintenance
2840 Dana St
Norfolk, VA 23509

C. IFB SCHEDULE

Event	Date
IFB Issued	November 25, 2015
Pre-bid conference	N/A
Question 1 Deadline	December 3, 2015 at 5:00 p.m. Eastern Time
Amendment 1 posted	December 8, 2015
Question 2 Deadline	December 11, 2015 at 5:00 p.m. Eastern Time
Amendment 2 Posted	December 16, 2015
IFB Due	December 22, 2015
Intent to Award posted	December 31, 2015
Contract Start	January 2016

D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

F. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:

All questions relating to this solicitation shall be submitted via e-mail to Michele Disney in the Office of the Purchasing Agent, at michele.disney@norfolk.gov. For a question to be considered, the subject line of the e-mail must state the following: **IFB No. 4818 Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

No questions will be considered if they are submitted after December 3, 2015 at 5:00 PM. Only questions related to the answers provided in Addendum 1 will be addressed in Addendum 2. Questions related to Addendum 1 question responses must be submitted by December 11, 2015 at 5:00 pm to be considered for Addendum 2.

G. IFB OPENING:

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

**Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
IFB 4818-0-2016/MD, Painting and Related Services
Attn: Michele Disney, Buyer I**

H. BID SUBMITTAL REQUIREMENTS:

Each Bid shall be submitted to the Issuing Office and shall include the following documents:

- 1) The completed cover page of this IFB, which will contain:
 - a. Original signature of an agent authorized to bind the company
 - b. Requested contact information
 - c. Acknowledgment of any Addendum on page one (1)
 - d. Bid Form (Attachment G)
 - e. Attachments A – G
- 2) Required documentation:

Failure to submit the documents below may be cause for rejection of bid as nonresponsive.

- a. Bidders shall provide the following information for each employee providing painting and related services with their bid response:
 - i. Number of years of experience painting and related services
 - b. Bidders shall provide a copy of their Class A or Class B Contractor's License.
 - c. Bidders shall submit with their bid response, evidence of three (3) documented contracts for painting and related services for multi-building complex's and related amenities. Provide the following information:
 - i. Name of government entity or business that held the contract;
 - ii. Point of Contact;
 - iii. Address;
 - iv. Phone number;
 - v. Email address.
- 3) Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
- 4) Bids shall be submitted utilizing the following requirements:
- a. Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. Bids received by telephone, facsimile, or any other means of electronic transfer will not be accepted.
 - b. Include a statement setting forth the basis for protection of all proprietary information, if any.

I. METHOD OF AWARD:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the lowest bidder(s) that is responsive and responsible that complies with all of the provisions of the invitation for bid, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders shall submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the successful bidder(s) will be incorporated and made a part of any City contractual obligation when the award(s) is made.

The lowest total cost will be determined per the total of each (1-5) year for the rates in the worksheet for a combined aggregate total cost for all five years, Please see **Attachment G – Bid Form** to submit bid pricing.

Discrepancies between the multiplication of unit prices and extended prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the

correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

J. BIDDER CERTIFICATION:

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the City, and that it will accept any award made to it as a result of the submission.

K. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Agreement Work and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

L. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for non-responsiveness. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of non-responsiveness as a result of the submission of nonconforming terms and conditions.

M. DISPOSITION OF BIDS:

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, L. "Disclosure."

N. DISCLOSURE:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidders must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

O. COST INCURRED IN RESPONDING:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

P. BRAND NAME "OR EQUAL" SPECIFICATIONS:

The provisions of Section 33.1-52 City Code apply. If and wherever in this IFB a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendors' responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

Q. ANTI-COLLUSION:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

R. ETHICS IN PUBLIC CONTRACTING:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment B.

S. NONDISCRIMINATION:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

T. DEBARMENT CERTIFICATION:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See Attachment D.

U. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by City of Norfolk that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

V. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the City of Norfolk Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy,

error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the City of Norfolk Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to City of Norfolk.

W. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by the City of Norfolk.

X. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

Y. INFORMALITIES

The City of Norfolk reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for the City to properly evaluate the bid by a bidder; the City reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

Z. CITY OF NORFOLK BUSINESS LICENSES

The successful bidder must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

AA. AUTHORITY TO TRANSACT BUSINESS:

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to

transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

BB. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Office of the Purchasing Agent unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

CC. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the City of Norfolk Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the City of Norfolk fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

DD. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the City to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Bidder understands and agrees that the City is under no obligation to the Bidder to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the City may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other City contract(s), and that in analyzing its needs, the City may determine that it is in its best interest to procure the items or services through such other

contract(s). Therefore, the City does not guarantee that the Bidder will be the exclusive provider of the goods or services covered by the resulting contract.

EE. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for a solicitation both as a Bidder and as a subcontractor for another Bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

FF. INSURANCE REQUIREMENTS

1. The successful Bidder shall maintain during the term of the service agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form approved for coverage in Virginia unless otherwise specifically accepted by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. The CITY OF NORFOLK will be named as "Additional Named Insured" on all general liability, automobile liability and pollution liability policies. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense.
 - **COMMERCIAL GENERAL LIABILITY INSURANCE:**
The CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate. CGL insurance and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.
 - **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:**
The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.
 - **AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE:**
The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2,000,000 combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.
 - **CONTRACTOR'S POLLUTION LIABILITY INSURANCE:**

The Contractor shall maintain Contractor's Pollution Liability Insurance covering any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and defense costs, that arise from the operations within the scope of this agreement. Coverage under this policy shall have limits of liability of not less than \$1,000,000 each occurrence. The coverage shall be maintained during the term of the work and for at least two (2) years following the completion of all operations or services related to that work.

- **INSURANCE POLICIES/CERTIFICATE OF INSURANCE:**

The Contractor shall upon award, furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in the insurance requirements section of this document. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the

CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

- **SUBCONTRACTOR'S INSURANCE:** The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

2. **Hold Harmless Agreement:**

The successful bidder shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the bidder, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

GG. NOTICE OF DECISION TO AWARD

When the City has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all Bidders, using the email address provided in the Bid Form.

SECTION III – ATTACHMENTS

ATTACHMENT A – ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of _____ (name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Name _____

Signature _____

Title _____

Date _____

Company _____

ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- (i) Submit a bid or proposal for that procurement or any portion thereof; or
- (ii) Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial:_____

ATTACHMENT C - NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.
- 3.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial:_____

ATTACHMENT D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.** This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Name_____

Signature _____

Title _____

Date _____

Company _____

ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief, that -

The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. INSTRUCTIONS.

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Name _____ Signature _____

Title _____ Date _____

Company _____

ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

I. CERTIFICATION.

A. The Bidder/Bidder (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

B. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name _____ Signature _____

Title _____ Date _____

Company _____

ATTACHMENT G – BID FORM

Attached as a separate Excel spreadsheet.